



# County of San Diego

Department of Purchasing & Contracting  
5560 Overland Ave, Ste 270  
San Diego, CA 92123-1204  
PH: (858) 505-6367 FAX: (858) 715-6452

## PURCHASE ORDER

P.O. Number-Rev: 552757 - 0  
P.O.Type: STANDARD  
Date: 18-DEC-15

Page : 1 of 2

Authorized By: CARLOS W SANTIAGO  
Phone No: 858-505-6359

### SUPPLIER:

PLURALSIGHT LLC  
182 N UNION AVE STE 200  
FARMINGTON,UT 84025

### TERMS:

Payments: NET 30 DAYS  
F.O.B. DESTINATION  
Freight: PREPAID  
Carrier: BEST METHOD

### SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT  
ATTN: PAYABLES & SUPPLY UNIT  
9621 RIDGEHAVEN CT  
SAN DIEGO,CA 92123

### SHIP TO:

SHERIFF DEPARTMENT  
DATA SERVICE DIVISION  
5575 OVERLAND AVE STE. 101  
SAN DIEGO,CA 92123

*The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123*

### REQUIRED DELIVERY DATE:

### NOTE TO THE SUPPLIER:

QUOTE 006890  
PLURALSIGHT POC: PATRICIA TUELLER  
SD COUNTY POC: IGOR BALOTSKY

### ORDER ITEMS:

#### Line: 1

Quantity: 45	UOM: EACH	Unit Price: 424.00	Total Line Price: \$ 19,080.00
UNSPSC: 432300.0000	Item #:	Taxable: NO TAX	(including Tax)

#### Description:

PLURALSIGHT PLUS E-LEARNING SUBSCRIPTION PER ATTACHED QUOTE Q006890.

Ship Quantity: 45  
Delivery Date:

#### Line: 2

Quantity: 5	UOM: EACH	Unit Price: .00	Total Line Price: \$ 0.00
UNSPSC: 432300.0000	Item #:	Taxable: NO TAX	(including Tax)

#### Description:

PLURALSIGHT PLUS E-LEARNING SUBSCRIPTION PER ATTACHED QUOTE Q006890.

Ship Quantity: 5  
Delivery Date:

**TOTAL P.O. PRICE (Including Tax): \$ 19,080.00**

### ADDITIONAL INFORMATION :

END OF ORDER

COUNTY OF SAN DIEGO  
PURCHASE ORDER CONTINUED

P.O. Number-Rev:  
P.O.Type:  
Date:

552757 - 0  
STANDARD  
18-DEC-15

Page : 2 of 2

Authorized By:  
Phone No:

CARLOS W SANTIAGO  
858-505-6359

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## **ENTERPRISE LICENSE AGREEMENT**

This Enterprise License Agreement (this "Agreement") is entered into effective as of December 21, 2015 (the "Effective Date") by and between Pluralsight, LLC ("Pluralsight"), a Nevada limited liability company and

County of San Diego on behalf of the  
San Diego Sheriff's Department  
9621 Ridgehaven Court  
San Diego, California 92123

("Customer").

Pluralsight provides training materials through a World Wide Web Site located at the URL: <http://pluralsight.com/> and through any Pluralsight-provided mobile application (the "Site"). Customer desires to acquire subscriptions for a number of its employees or affiliates (the "Subscribers") to access the Site and all functions, facilities, content and services related thereto, on the terms and conditions set forth herein.

### **TERMS AND CONDITIONS**

#### **1. GRANT OF LICENSE**

- (a) License Grant. Pluralsight grants to Customer a non-exclusive, non-transferable license (the "License") to use all portions of the Site in strict accordance with this Agreement and the features offered by the subscription plan selected by Customer as set forth on the initial sales order attached hereto as Exhibit A (hereinafter, the "Initial Sales Order" or "Exhibit A"). This license is for use by a specific number of subscriptions, as set forth in Exhibit A hereto, for internal purposes of Customer only, for which the applicable license fees have been paid, and may not be shared amongst employees, agents or affiliates except as permitted by this Agreement.
- (b) Additional Subscribers. Customer may add new Subscribers during the Term of this Agreement by paying a license fee for each such Subscriber, at the then-applicable license fee for Customer's Subscribers, prorated for the number of months remaining in the then-current period within the Term, including the month during which such Subscriber is added regardless of how many days remain in such month at the time the Subscriber is added. Customer will pay the full annual rate for each such Subscriber at the start of the next Renewal Term.
- (c) Designation of Subscribers; Transfer. Customer will designate one or more Customer employees to act as plan manager(s) with regard to Customer's plan(s). Customer's plan managers will have the ability to assign and authorize individual licenses under the Plan(s) to Customer's Subscribers; alternately, if Customer desires that Pluralsight assign and authorize individual licenses under Customer's Plan(s), Customer may provide to Pluralsight of the first name, last name, and email address of the individuals that will be Subscribers entitled to access the Site pursuant to this Agreement. Customer acknowledges and agrees that the licenses granted under this Agreement are specific to the individual Subscribers identified by Customer to Pluralsight. Except as set forth below, the individual Subscriber licenses granted under this Agreement are not transferable to any other individual for any reason during the term of this Agreement, and Customer will take all commercially reasonable steps to prevent the Subscribers from granting access to the Site to any individuals that are not licensed Subscribers. Customer may transfer Subscriber licenses within its organization to account for individual Subscribers who cease to be employed for any reason by Customer or any Affiliate or otherwise change roles within Customer or any Affiliate during the term of this Agreement, but such transfers may not exceed more than ten percent (10%) during any twelve-month period.

- (d) Pluralsight and Customer Marks. Either party may use the logo and name of the other party hereto for informational purposes only in online marketing efforts, solely for the purpose of identifying Customer as a customer of Pluralsight and identifying Pluralsight as a provider of services to Customer, and for no other purpose, unless expressly prohibited in writing by the applicable party.

## **2. TERM; PAYMENT**

- (a) Term. This Agreement will be effective as of the Effective Date, and the initial term of this Agreement will be for a period of time as set forth in Exhibit A hereto (the "Initial Term"). Unless either party gives notice to the other at least thirty (30) days prior to the expiration of the Initial Term, this Agreement will automatically renew for subsequent one-year terms (each, a "Renewal Term"), on the same terms and conditions set forth herein; provided that the number of subscriptions and the license fee per subscription during any subsequent Renewal Term will be as mutually agreed upon by the parties from time to time.
- (b) Payment. Customer will pay to Pluralsight a license fee in the amount set forth on Exhibit A hereto, due upon execution of this Agreement. Payment is due within fifteen (15) business days of the date of any invoice issued by Pluralsight. If payment is not received within such time period, Pluralsight may restrict Customer's access to the Site until payment is received.

## **3. PROPRIETARY MATERIALS**

- (a) Use of Materials. The Site contains copyrighted materials, trademarks, and other proprietary and confidential information and intellectual property of Pluralsight and licensors of Pluralsight (collectively "Proprietary Material"), including, but not limited to, video, text, software, photos, graphics, image, music, and sound. Customer agrees, for itself and for each individual Subscriber, not to modify, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Material. Copyrighted materials may only be accessed through the Site, and not from any other site or means. The license granted by this Agreement is a right of access through the Site only, and does not grant to Customer or the Subscribers any right to download or store any Proprietary Material in any medium, other than incidental course material, exercise files, sample code, or otherwise as specifically permitted by the subscription plan selected by Customer as set forth in Exhibit A. Any materials permitted to be downloaded under the Customer's subscription plan with regard to any particular training are to be held by Customer or its Subscribers pursuant to a limited license only, and are subject to all restrictions described herein, including the prohibition on further transfer, sale, creation of derivative works, or exploitation in any manner.
- (b) Reservation of Rights. Pluralsight reserves all intellectual property rights to the Proprietary Material, other than as specifically granted under the license contained in this Agreement. Complying with all applicable copyright, trademark, and other intellectual property laws is the responsibility of the user. No posting, copying, transmission, retransmission, distribution, redistribution, publication, republication, decompilation, disassembling, reverse engineering, or otherwise reproducing, storing, transmitting, modifying, or commercially exploiting any Proprietary Material in any form or by any means, for any purpose, is permitted without the express written permission of Pluralsight.
- (c) Third-Party Marks. "Pluralsight" and other Pluralsight marks and logos are service marks and trademarks of Pluralsight, LLC. Other trademarks, service marks, and logos which may be used in the Site are the trademarks, service marks, or logos of their respective owners. Customer acknowledges and agrees that any third party content or software made available through the Site is the property of its respective owner and Customer's or any Subscriber's use of such content or software may be subject to terms imposed by such owner. Hypertext links may be provided on

the Site for convenience only and do not and should not be viewed as suggesting any association with or endorsement of or by such linked sites.

#### 4. PROHIBITED CONDUCT

- (a) Prohibited Conduct. Customer acknowledges that the Site contains training videos that are viewable through online streaming methods and are not to be downloaded by Customer or its Subscribers, except under limited circumstances and for limited times as permitted under an Annual Plus Plan (if selected by Customer); if Customer has selected an Annual Plus Plan, Customer's Subscribers will have access to certain downloadable content provided in relation to certain training courses, including exercise files, course slides, and sample code ("Authorized Downloadable Materials"). Customer acknowledges and agrees that neither it nor its Subscribers may:
- (i) capture, download, save, upload, print or otherwise retain information and content available on the Site other than with regard to Authorized Downloadable Materials;
  - (ii) permit or provide others access to the Site's library using a Subscriber user name and password or otherwise, or the name and password of another authorized user;
  - (iii) remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Site;
  - (iv) violate or attempt to violate the Site's security mechanisms, or otherwise breach the security of the Site or corrupt the Site in any way;
  - (v) attempt to gain unauthorized access to the Site or assist others to do so;
  - (vi) use or attempt to use the Site to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; or
  - (vii) manually or systematically harvest, scrape, collect or otherwise extract information or data contained on the Site, other than permitted use of Authorized Downloadable Materials or temporary storage of video materials for offline viewing as permitted under an Annual Plus Plan.
- (b) Restricted Use of Site. Pluralsight may revoke or deny access to any user engaging in any prohibited conduct described above, as determined by Pluralsight in its sole discretion. Pluralsight may also deny access to the Site by any Subscriber attempting to access the site from within a country subject to embargo or other trade restriction by any government regulatory agency having jurisdiction, including without limitation the Office of Foreign Assets Control of the U.S. Department of Treasury, without liability to Customer notwithstanding any other provision of this Agreement.

#### 5. INDEMNIFICATION

- (a) By Pluralsight. Pluralsight will indemnify, defend, and hold harmless Customer, its directors, officers, employees, agents, and affiliates (each an "Customer Indemnitee") from and against any and all third party liabilities, claims, damages and losses, including all reasonable attorneys' fees, costs and expenses (hereafter "Claims"), arising out of or connected with (i) any claim that the Site or the Proprietary Materials infringes, misappropriates, or violates any third party's intellectual property rights, or (ii) the breach by Pluralsight of this Agreement, except to the extent any Claim arises from any negligent act or willful misconduct of any Customer Indemnitee.

## 6. REPRESENTATION, WARRANTIES, AND COVENANTS

- (a) Authority. Each of Pluralsight and Customer represents, warrants and covenants that it has the full power to enter into this Agreement and perform its obligations hereunder and that entering into this Agreement does not violate any laws.
- (b) Uptime. Pluralsight represents and warrants that it shall make commercially reasonable efforts to ensure that the Site is available 98% of the time during the Term of the Agreement.
- (c) Pluralsight Intellectual Property. Pluralsight represents, warrants and covenants that: (i) it has and will have all rights, titles, licenses, intellectual property, permissions and approvals necessary in connection with its performance under this Agreement and to grant Customer the rights granted hereunder; and (ii) neither the Site (including the Proprietary Material), nor the provision or utilization thereof as contemplated under this Agreement, will infringe, violate, trespass or in any manner contravene or breach or constitute the unauthorized use or misappropriation of any intellectual property of any third party.
- (d) NO IMPLIED WARRANTIES. EXCEPT AS OTHERWISE INDICATED, THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CURRENCY, CORRECTNESS, OR VALIDITY OF ANY INFORMATION, SOFTWARE, MATERIAL OR CONTENT PROVIDED BY OR THROUGH THE SITE RESTS WITH THE USER.
- (e) Functionality. Pluralsight does not warrant that the content or functions of the Site will meet Customer's requirements or that the operation of the Site will be uninterrupted or error free.
- (f) Information on Site. Pluralsight will not be liable for any loss or injury of Customer arising out of or caused, in whole or in part, by Pluralsight's procuring, compiling, collecting, interpreting, reporting, communicating, or delivering information contained in the Site.
- (g) Linked Sites. Pluralsight has no control over the content of World Wide Web sites that may be linked to the Site through hypertext links ("Linked Sites"), and is not responsible for their content, software, or privacy practices. The Linked Sites are provided for convenience only and are accessed at Customer's own risk.

## 7. LIMITATIONS ON LIABILITY AND REMEDIES

- (a) EXCLUSION BASED ON USE OF SITE. Pluralsight is not liable for any loss or injury of Customer arising out of or caused, in whole or in part, by (i) Customer's or its Subscribers' use of the developer training materials, (ii) any interruption in or Customer inability to access to the Site that is not caused by Pluralsight or by any third party service providers engaged by Pluralsight in maintaining the Site, (iii) any computer virus not originating from the Site; or (iv) any unauthorized use of the Site by Customer or by any of its Subscribers as described in Section 5 above.
- (b) No Consequential or Indirect damages. Except as provided in 7(d) below, in no event will either party be liable for any indirect, special, incidental, punitive, or consequential damages, arising out of the use or performance of the Site, even if a party has been advised of the possibility of such damages.

- (c) Maximum Liability. Except as otherwise provided in 7(d) below, neither party's aggregate liability arising out of or relating to this Agreement will in any event exceed the amount of subscription fee stated in Exhibit A.
- (d) Exceptions. The limitations set forth in Sections 7(b) and 7(c) of this Agreement do not apply to:
  - (i) damages or liabilities arising from a material breach of Section 4 by Subscriber; or
  - (ii) damages or liabilities arising from the gross negligence or willful misconduct of either party in performing its obligations under this Agreement.

## 8. TERMINATION

A party may terminate this Agreement prior to the expiration of the Term if the other party breaches this Agreement and fails to cure said breach within 30 days receipt of written notice thereof; provided, however, that if Customer fails to pay any license fees specified in Exhibit A hereto, Pluralsight may immediately terminate this Agreement and all Subscriber access without providing a cure period to Customer.

If Pluralsight terminates due to the uncured breach by Customer:

- 1) Pluralsight may retain any and all monies paid by Customer; and
- 2) Such termination will not relieve Customer's obligations to pay any amounts due and payable.

If Customer terminates due to the uncured breach of Pluralsight, Pluralsight will issue a pro-rata refund for any annual fees paid.

## 9. MODIFICATION OF SERVICE; SERVICE INTERRUPTION

If any content published on the Site relates to technology that has since become obsolete (as determined by Pluralsight in its sole discretion) or is discovered to have incomplete or inaccurate information, Pluralsight may at any time, without liability, eliminate such content from the Site. If during the term of this Agreement Pluralsight publishes new training content that augments or supersedes existing content, Pluralsight may eliminate the previously existing training content, in its sole discretion and without liability. Customer's only right with respect to any dissatisfaction with any service-related change or elimination is to cease use of the Site.

Customer's access to the Site may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of the Site, including system failure or other events beyond the reasonable control of Pluralsight or its affiliates.

## 10. GENERAL

- (a) Non-Waiver. Failure by either party to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right.
- (b) Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the State of California. Should any dispute arise with regard to this Agreement, the parties agree to first work in good faith to resolve such dispute, and neither party may commence any action with regard to such dispute until thirty (30) days have passed from the time such party has provided written notice to the other party of the nature of such dispute.
- (c) Notice. All notices required by this Agreement will be in writing and sent in any commercially reasonable manner, including certified mail, return receipt requested, facsimile, or any other customary means of communication to the other party at the applicable mailing address set forth

below as may be updated by the parties from time to time. Any notice given otherwise than in accordance with this Article will be deemed ineffective.

To Customer:

San Diego Sheriff's Department  
9621 Ridgehaven Court  
San Diego, CA 921234  
Attn: Keith Spears, Contracts Manager  
Email: Keith.Spears@SDSheriff.org

To Pluralsight:

Pluralsight, LLC  
182 North Union Avenue  
Farmington, Utah 84025  
Attn: VP Sales  
Email: contract-notices@pluralsight.com

- (d) Assignment. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party, in its sole discretion; provided, however, that either party may, without the consent of the other party, assign its rights under this Agreement if such assignment is to a successor of the assigning party by consolidation, merger or operation of law, or to a purchaser of all or substantially all of the assigning party's assets. Any attempted transfer or assignment of this Agreement without the prior written consent of the other party will be null and void ab initio. This Agreement will be binding upon and will inure to the benefit of the permitted successors and assigns of each party to this Agreement.
- (e) Additional Terms & Conditions. The pricing terms set forth on Exhibit A attached hereto (the "Pricing Terms") and the additional terms and conditions set forth on Exhibit B attached hereto (the "Additional Terms and Conditions") are hereby incorporated into this Agreement by this reference. To the extent an inconsistency exists between this Agreement and the Pricing Terms, or between this Agreement and the Additional Terms and Conditions, the terms and conditions of this Agreement shall control.

*[Signature page follows]*



THIS ENTERPRISE LICENSE AGREEMENT is entered into as of the date last referenced in the signatures below.

**CUSTOMER**

COUNTY OF SAN DIEGO

By: 

JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

**PLURALSIGHT**

Pluralsight, LLC,  
a Nevada limited liability company

By: 

Name:

PATRICIA TUELLER

Title:

Government Sales Manager

**Exhibit A – Sales Order**  
**To**  
**Enterprise License Agreement**

**PLURALSIGHT**

**. SALES ORDER**

Pluralsight, LLC  
+1 801.794.9007

Created Date: December 8, 2015  
Order Number: Q006920 Patricia  
Account Owner: Tueler  
PO Number:

Offer Valid Until: December 21, 2015  
Payment Terms: Net 30  
Subscription Start: December 21, 2015  
Subscription End: December 21, 2016

Account: San Diego Sheriff's Department  
Igor Belotsky  
9821 Ridgeway Court  
San Diego, California 92123  
United States

Product	Quantity	List Price	Sales Price/License	Total Price
Pluralsight Plus e-Learning Subscription	45	499.00 USD	424.00 USD	19,080.00 USD
Pluralsight Plus e-Learning Subscription	5	499.00 USD	0.00 USD	0.00 USD
Total Tax				0.00 USD
Total Price				19,080.00 USD

**Terms and Conditions**

Pluralsight licenses are INDIVIDUAL, SINGLE USE licenses to access the educational materials made available by Pluralsight through its website or mobile application. Online content may be reviewed without any limitations to frequency.

Pluralsight's website and all educational materials provided therein are Pluralsight's intellectual property and no transfer of ownership is made pursuant to the licenses granted under this Sales Order. Pluralsight content may not be resold, and no audio or video taping, recording or downloading of this content in any manner is permitted.

Customer acknowledges and agrees that the licenses granted under this Sales Order are made available subject to Pluralsight's standard terms and conditions located at <http://blog.pluralsight.com/terms-of-use>. Pluralsight objects to and rejects all additions, exceptions, or changes to the standard terms and conditions, whether contained in any printed purchase order or form received from Customer or elsewhere, inclusion of a purchase order number provided by Customer is for reference purposes only and is not an acceptance by Pluralsight of Customer's terms or conditions contained therein or elsewhere. This Sales Order expressly limits Customer's acceptance to Pluralsight's standard terms and conditions. Notwithstanding the foregoing, if Pluralsight and Customer enter into a separate license agreement or services agreement, executed by duly authorized representatives, the terms and conditions of such agreement will govern and will entirely supersede Pluralsight's standard terms and conditions with respect to this Sales Order.

If you have questions concerning the offer set forth in this Sales Order, please contact your sales rep. [sales@pluralsight.com](mailto:sales@pluralsight.com) or +1 801.794.9007

Signature \_\_\_\_\_ Date \_\_\_\_\_

Created By Patricia Tueler

**Exhibit B – Additional Terms and Conditions**  
**To**  
**Enterprise License Agreement**

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1. Conformance With Rules And Regulations. Pluralsight, LLC, a Nevada limited liability company (hereafter referred to in this Exhibit B as “Contractor”) shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
2. Company Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to Customer (or, as used interchangeably in these Additional Terms and Conditions, “the County” or “County”), all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Client reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
3. Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual’s race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
4. Affirmative Action. Each provider of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COTR or from Client of San Diego Internet web-site ([www.co.san-diego.ca.us](http://www.co.san-diego.ca.us)).
5. Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
6. AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.
7. American With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and

telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.

8. Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
9. Lobbying. Contractor agrees to comply with the lobbying ordinances of Client and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures or the Board of Supervisors of the County.
10. Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
11. Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed employees and Contractor employees shall assist in meeting this requirement.
12. As a material condition of this Agreement, Contractor agrees that Contractor and Contractor employees, while performing service for Client, on County property, or while using County equipment:
  - 12.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
  - 12.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 12.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to Contractor or an employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
  - 12.4 Contractor shall inform all employees who are performing service for Client on County property or using County equipment of Client objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for Client.
  - 12.5 Client may terminate for default or breach this Agreement, and any other Agreement Contractor has with Client, if Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
13. Intentionally omitted.
14. Reserved.
15. Reserved.

16. Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
17. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
18. Debarment And Suspension. As a potential sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:
- 18.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 18.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 18.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - 18.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
19. Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any

portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

- 20 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

- 20.1 Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 20.2 Profit-making firms or businesses in which employees described in sub-section 20.1, above, serve as officers, principals, partners, or major shareholders;
- 20.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 20.4 Profit-making firms or businesses in which the former employees described in sub-section 20.3 above, serve as officers, principals, partners, or major shareholders.

- 21 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

- 21.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

- 21.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

22 Indemnity – General

County shall not be liable for, and Contractor shall defend, indemnify and hold County harmless from, any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the work performed in connection with this Agreement, arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Subcontractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County or its agents, employees, or County Personnel.

23 Indemnity – Intellectual Property

Contractor shall defend with counsel satisfactory to County, indemnify, and hold County harmless, at Contractor's expense, against any claim, suit, proceeding, demand, liability, loss, damage or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed, or service provided by Contractor, or any portion thereof infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion likely to be, held to infringe the rights of any third party, Contractor

shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this Section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

24 Location of Performance

Except where Contractor obtains the County's prior written approval, Contractor shall perform all of the Services only from or at locations within the geographic boundaries of the continental United States. Any County approval for the performance of Services outside of the continental United States shall be limited to the specific instance and scope of such written approval, including the types of Services and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the Services hereunder; provided, that when such assets are used to provide the Services, such assets shall be used only from or at locations within the geographic boundaries of the continental United States.